

A RESOLUTION

01-R-021 4

**BY COUNCILMEMBERS DERRICK BOAZMAN, JULIA EMMONS, JIM MADDOX,
AND CLETA WINSLOW**

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
ATLANTIC STATION, L.L.C. FOR THE PURPOSE OF FULFILLING THE
CITY'S RESPONSIBILITIES WITH RESPECT TO A LOCAL GOVERNMENT
PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF
TRANSPORTATION TO IMPLEMENT THE 17TH STREET BRIDGE AND
RELATED TRANSPORTATION INFRASTRUCTURE PROJECTS.**

WHEREAS, the City of Atlanta has adopted the Atlantic Steel Brownfield Redevelopment Plan (hereinafter the "Plan") and created the Tax Allocation District No. 2 – Atlantic Steel to facilitate redevelopment of an abandoned industrial site in the heart of the City; and

WHEREAS, the Plan provides for construction of a bridge from the Downtown Connector at 17th Street to provide automobile, transit, and pedestrian access to the redevelopment area; and

WHEREAS, the Environmental Protection Agency has designated the Atlantic Steel and 17th Street bridge project as part of its "Project XL" program for innovative solutions to environmental issues; and

WHEREAS, the redevelopment project and the 17th Street bridge project represent an unprecedented public/private partnership to revitalize a distressed area of the City; provide housing, jobs, and recreation; and improve the transportation infrastructure; and

WHEREAS, the 17th Street bridge project has been included in the Regional Transportation Plan and the Transportation Improvement Program for the Atlanta region; and

WHEREAS, the City will enter into a Local Government Project Agreement with the Georgia Department of Transportation to accomplish the construction of the 17th Street bridge (Transportation Project No. NH-7141-00(900), P.I. No. 714190); and

WHEREAS, Atlantic Station, L.L.C., the owner and redeveloper of the property within the redevelopment area, has agreed to be responsible for and perform certain obligations of the City under the Local Government Project Agreement; and

WHEREAS, the Council now desires to authorize a contractual agreement to memorialize this commitment.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA
HEREBY RESOLVES** as follows:

Section 1. The Mayor is authorized to execute an agreement with Atlantic Station, L.L.C. whereby Atlantic Station shall fund the preconstruction costs and accomplish the design activities for the 17th Street Bridge project. Said agreement shall be in substantially the form attached hereto as Exhibit A.

Section 2. The City Attorney shall prepare an appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney as to form.

Section 3. Said agreement shall not become binding on the City, and the City shall not incur any liability thereunder, until the agreement has been signed by the Mayor and delivered to Atlantic Station, L.L.C.

AGREEMENT
BETWEEN
ATLANTIC STATION, L.L.C.
AND
CITY OF ATLANTA, GEORGIA
WITH REGARD TO
17TH STREET EXTENSION FROM WEST PEACHTREE STREET
TO NORTHSIDE DRIVE

This **AGREEMENT** is made and entered into this ____ day of _____, 2000, by and between the **ATLANTIC STATION, LLC**, a Georgia Limited Liability Company, hereinafter called "**ATLANTIC STATION**," and the **CITY OF ATLANTA, GEORGIA**, acting by and through its Mayor and City Council, hereinafter called the "**CITY**."

WHEREAS, the CITY has entered into an agreement (PROJECT Agreement) with the State of Georgia, Department of Transportation (the "DEPARTMENT") to construct roadway improvements described as 17th Street Extension from U.S.19/S.R.9/West Peachtree Street to U.S.41/S.R.3/Northside Drive including new ramps and bridge at I-75/I-85 in Fulton County, Georgia, currently described as Georgia Department of Transportation Project Number NH-7141-00(900), P.I. Number 714190, which improvements shall be hereinafter referred to as the "**PROJECT**";

WHEREAS, ATLANTIC STATION, L.L.C., has agreed to be responsible for

and perform certain obligations which the CITY has assumed pursuant to the PROJECT AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, ATLANTIC STATION and the CITY hereby agree each with the other as follows:

1. ATLANTIC STATION shall fund all of the PROJECT costs for the preconstruction engineering (design) activities of the PROJECT, including without limitation any and all costs incurred by the CITY under the PROJECT Agreement, except where such costs are specifically allocated to the City under this AGREEMENT.

2 The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the public right of way of the PROJECT limits.

3 ATLANTIC STATION shall accomplish and bear the cost for all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO," the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. ATLANTIC STATION'S responsibility for design shall include, but is not limited to the following items:

a. Prepare any revisions to the approved PROJECT concept report that

may be required by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

- b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.
- c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.
- d. Provide all necessary traffic studies and supporting documentation needed for the preparation and approval of the PROJECT's environmental document. The environmental document will be prepared and approved by others.
- e. Prepare public hearing and public information displays and attend all public hearings and public information meetings for the PROJECT as required by the DEPARTMENT.
- f. Prepare an Interchange Justification Report and an Interchange Modification Report as required by the DEPARTMENT for the DEPARTMENT's use in obtaining required approvals for the FHWA.

- g. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.
 - h. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.
 - i. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisitions of all necessary permits associated with the drainage design.
 - j. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.
 - k. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidances of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines..
- 4 All Primary Consultant firms hired by the ATLANTIC STATION to provide services on the PROJECT shall be prequalified with the DEPARTMENT in

the appropriate area-classes.

5 The PROJECT construction and right of way plans shall be prepared in English units.

6 All drafting and design work performed on the project shall be done utilizing Microstation and CAICE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

7 ATLANTIC STATION shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. ATLANTIC STATION shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into the PROJECT as a part of the PROJECT AGREEMENT.

8 ATLANTIC STATION shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

9 ATLANTIC STATION shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT. Any cost which may be required to address such concerns shall be borne by ATLANTIC STATION even in the event that the addressing of railroad concerns, comments, and requirements may be of a nature which requires that some action be taken by the CITY in its

capacity as a municipal corporation.

10 ATLANTIC STATION shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

11 ATLANTIC STATION shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

12 ATLANTIC STATION agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to ATLANTIC STATION.

13. ATLANTIC STATION shall assume all responsibility undertaken by the CITY in the PROJECT AGREEMENT with respect to the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by or on behalf of the CITY pursuant to the PROJECT AGREEMENT. ATLANTIC STATION shall correct or revise or cause to be corrected and revised any errors and deficiencies in the designs, drawings, specifications and other services furnished for the PROJECT. ATLANTIC STATION is aware that the CITY is obligated to address any errors or deficiencies within a 30 day time period

as specified in the PROJECT AGREEMENT or assume all responsibility for construction delays caused by the errors and deficiencies and agrees that this time period is reasonable for such revisions and corrections. ATLANTIC STATION agrees to assume all responsibility for construction delays caused by the errors and deficiencies or for the failure to meet the deadline set forth in the PROJECT AGREEMENT and to pay any costs charged to the CITY by the DEPARTMENT with respect to such construction delays. ATLANTIC STATION agrees to coordinate all revisions with the DEPARTMENT prior to issuance and to notify the CITY of such revisions at the same time that the DEPARTMENT is notified.. ATLANTIC STATION shall be responsible for any claim, damage, loss or expense to the DEPARTMENT or the CITY that is attributable to negligent acts errors or omissions related to the designs, drawings, specifications and other services required to be furnished by or on behalf of the CITY pursuant to the PROJECT AGREEMENT. whether such claim, damage, loss or expense arises from obligations which ATLANTIC STATION has specifically undertaken in this AGREEMENT or from its general agreement to assume the CITY'S responsibilities to the DEPARTMENT under the PROJECT AGREEMENT.

14 ATLANTIC STATION shall use prequalified consultants and contractors and shall coordinate with Moreland Altobelli, Inc. all designs, drawings, specifications, and other services to be furnished by or on behalf of the CITY pursuant to this PROJECT AGREEMENT. ATLANTIC STATION shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. All

revisions shall be coordinated with the DEPARTMENT prior to issuance.

15 ATLANTIC STATION acknowledges that the PROJECT Agreement between the DEPARTMENT and the CITY which provides for the construction of those roadway improvements described as 17th Street Extension from U.S.19/S.R.9/West Peachtree Street to U.S.41/S.R.3/Northside Drive including new ramps and bridge at I-75/I-85 in Fulton County, Georgia, currently described as Georgia Department of Transportation Project Number NH-7141-00(900), P.I. Number 714190 obligates the CITY to the DEPARTMENT in several respects and ATLANTIC STATION agrees to the maximum extent allowed by law to assume all of the obligations and responsibilities of the CITY under the PROJECT AGREEMENT except where the CITY specifically assumes an obligation or responsibility under this AGREEMENT. ATLANTIC STATION further agrees to indemnify the CITY with respect to any and all claims, losses or expenses which the CITY may incur with respect to those obligations or responsibilities which ATLANTIC STATION has agreed to assume. The language of this general assumption of obligation and responsibility and general indemnity shall not be construed to waive or supersede any previous language of this AGREEMENT which more specifically describes any other assumption of responsibility or obligation or indemnification, but shall be construed to supplement those specific assumptions of responsibilities and obligations or indemnifications. The language of this general assumption of responsibility or obligation and general indemnity shall be construed in the broadest sense to include all parts of the PROJECT AGREEMENT under which ATLANTIC STATION has assumed any responsibility or obligation and includes as a part of the

indemnity, an agreement by ATLANTIC STATION to reimburse the CITY for the payment of all claims, expenses, costs arising from or in respect to the PROJECT AGREEMENT regardless whether such claims, expenses or costs arise from or in respect to, the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by or on behalf of the CITY pursuant to the PROJECT AGREEMENT. construction delays, personal injury, injuries to property or any other type of claim expense or cost.

16 This AGREEMENT is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, ATLANTIC STATION and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

ATLANTIC STATION, L.L.C.

By: _____

Its: _____

Signed, sealed and delivered this ____ day of _____, 2001, in the presence of:

Witness

Notary

CITY OF ATLANTA, GEORGIA

Municipal Clerk (Seal)

Bill Campbell, Mayor

RECOMMENDED

Commissioner, Department of
Planning, Development &
Neighborhood Conservation

APPROVED

Chief Financial Officer

APPROVED AS TO FORM

City Attorney

Approved by the City Council for the
City of Atlanta Georgia at a meeting
held on the ____ day of _____, 2001

City Clerk